

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

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Curves International, Inc.,

Plaintiff,

vs.

Linda S. Mosbarger,

Defendant

DEBRA P. HACKETT, CLK
U.S. DISTRICT COURT
MIDDLE DISTRICT OF ALA
Case Action No. 2:07-cv-807-MHT

**PLAINTIFF'S MOTION FOR
PRELIMINARY INJUNCTION**

Pursuant to Federal Rule of Civil Procedure 65(a), Plaintiff Curves International, Inc. ("Curves") respectfully moves the Court for an Order granting it a preliminary injunction against Defendant Linda S. Mosbarger to prevent Defendant from operating a business that competes with Curves and its franchisees in violation of a covenant against competition agreed upon by the parties. Curves also asks this Court to enjoin Defendant from her continued violation of the additional post-termination obligations she accepted through her franchise agreement with Curves, including but not limited to her obligation to return Curves' confidential and proprietary business information and cease using Curves' equipment and business system to compete against Curves. Finally, Curves seeks an injunction to prevent Defendant from using the same telephone number she formerly promoted and used in connection with her CURVES® business to promote her independent competing facility.

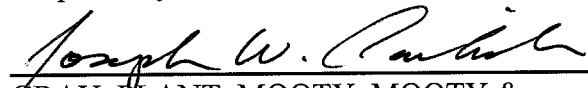
Defendant is a former CURVES® franchisee. Curves was forced to terminate Defendant's franchise rights effective November 16, 2006, due to Defendant's abandonment of her franchised CURVES® facility. Despite the termination of her franchise rights, Defendant has continued to operate a competing fitness and weight loss facility in the same territory she

formerly served as a franchisee, in violation of the covenant against competition she accepted through her franchise agreement. A preliminary injunction is warranted in this dispute because Curves is likely to succeed on the merits of its claims and would suffer irreparable harm if injunctive relief is not granted. Furthermore, the balance of harms tips decisively in Curves' favor and the public interest favors the relief Curves seeks.

This Motion is based on the accompanying memorandum of law, attached exhibits, and all the files and proceedings herein.

Dated: September 7, 2007

Respectfully Submitted,



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BENNETT, P.A.

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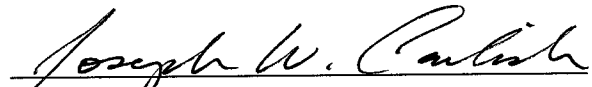
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that I have filed the above and foregoing *Motion for Preliminary Injunction* with the Clerk of the Court, and served via hand-delivery and U.S. Mail, with proper postage affixed, a true and correct copy of the foregoing on the Defendant at the following address:

Linda S. Mosberger
750 Shields Road
Deatsville, AL 36022

this 7th day of September, 2007.


Of Counsel

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UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF ALABAMA
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Curves International, Inc.,

Plaintiff,

vs.

Linda S. Mosbarger,

Defendant

Case Action No. 2:07-CV-807-MHT

PROPOSED ORDER

This matter came on for hearing pursuant to Plaintiff Curves International, Inc.'s ("Curves") motion for preliminary injunction. The Court, having reviewed the motion, memoranda, and supporting certifications of the parties, and after considering the arguments of counsel, hereby ORDERS, this ____ day of _____, 2007, as follows:

1. Defendant and all those acting in concert with her or under her direction or control, are prohibited, directly or indirectly from owning, maintaining, engaging in, or having any interest in any other fitness or weight loss center or any other business that sells principally fitness or weight loss services located within a radius of forty (40) miles of the city limits of Deatsville, Alabama, as specifically identified in the parties' Franchise Agreement, for a period of three years from the date Defendant is first in compliance with the terms of this Order.

2. Defendant and all those acting in concert with her or under her direction or control, are required to cease immediately the use of any of Curves' signs, posters, manuals, equipment, computers, promotional materials, check drafts, and other materials, including but

not limited to telephone numbers formerly used in connection with Defendant's CURVES® business, in her facility.

3. Defendant is required to comply immediately with all post-termination obligations as set forth in the Franchise Agreement.

IT IS FURTHER ORDERED:

4. Pursuant to Federal Rule of Civil Procedure 65(c), Curves need not post a bond to secure its injunction.

5. That Defendant shall file with the Court and serve on Curves' counsel a report in writing and under oath, within ten days from the date of this Order, setting forth in detail the manner and form in which Defendant has complied with this Preliminary Injunction.

6. Plaintiff is awarded the costs and attorneys' fees it incurred in bringing its Motion for Preliminary Injunction. Plaintiff is directed to submit within ten (10) days of the date of this Order an affidavit of counsel setting forth the costs and attorneys' fees to which Plaintiff is entitled.

United States District Judge